



June 1, 2020

VIA FEDEX

Bradford Burns, Esq.
New York State Department of Environmental Conservation
Office of General Counsel
625 Broadway
Albany, NY 12233

**RE: Environmental Easement
Monroe Electronics Site
Site No. 837013**

Dear Brad:

The Environmental Easement for this Site has been recorded. Enclosed please find my affirmation in support of mailing the municipal notices, copies of the letters that have been sent to the municipalities, which included the recorded easement, and your copy of the recorded easement. The DWG file of the Environmental Easement has been sent to NYSDEC's File Transfer Service at robert.morrell@dec.ny.gov, julianna.dibiase@dec.ny.gov, shane.may@dec.ny.gov.

Please do not hesitate to contact me if you have any questions. Thank you.

Sincerely,

KNAUF SHAW LLP

A handwritten signature in black ink that reads "Melissa Valle".

MELISSA M. VALLE

ec: Sandra Garlick
Dennis Harkawik, Esq.
Gail Dieter

Orleans County
Diane L. Shampine Acting County Clerk
3 South Main Street Courthouse Square
Albion NY 14411

Volm-862 Pg-3246

Instrument Number: 2020- 00106240

Recorded On: May 22, 2020
As
Easement

Parties: 100 HOUSEL AVENUE LLC
To

THE PEOPLE OF THE STATE OF NEW YORK ACTING THROUGH

Billable Pages: 9

Recorded By: KNAUF SHAW LLP

Num Of Pages: 10

Comment: YAT

**** Examined and Charged as Follows: ****

Easement	85.00	Coversheet	5.00	TP584 Affidavit	5.00
Recording Charge:	95.00				
	Amount	Consideration Amount	RS#/CS#		
Tax-Transfer	0.00	0.00	984	Basic	0.00
YATES				Local	0.00
				Additional	0.00
Tax Charge:	0.00			Special Additional	0.00
				Transfer	0.00

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Orleans County,

File Information:

Document Number: 2020- 00106240
Receipt Number: 317100
Recorded Date/Time: May 22, 2020 12:02:22P
Book-Vol/Pg: Bk-D VI-862 Pg-3246
Cashier / Station: D Shampine / CASH03

Record and Return To:

KNAUF SHAW LLP
2 STATE STREET
SUITE 1400
ROCHESTER NY 14614

Liber: 862 PG: 3246
May 22, 2020 12:02P
INST #: 00106240
ORLEANS COUNTY CLERK
Diane L. Shampine



Diane L. Shampine
Diane L. Shampine
Acting Orleans County Clerk

**ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW**

THIS INDENTURE made this 8th day of May, 2020, between Owner, 100 Housel Avenue, LLC, having an office at 100 Housel Avenue, P.O. Box 535, Lyndonville, NY 14098, County of Orleans, State of New York (the "Grantor"), and The People of the State of New York (the "Grantee"), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, is the owner of real property located at the address of 100 Housel Avenue in the Village of Lyndonville, County of Orleans and State of New York, known and designated on the tax map of the County Clerk of Orleans as tax map parcel number: Section 24.16 Block 1 Lot 2, being the same as that property conveyed to Grantor by deed dated August 21, 2012 and recorded in the Orleans County Clerk's Office in Liber and Page 843/619. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 10.26 +/- acres, and is hereinafter more fully described in the Land Title Survey dated June 2019 and last revised on June 13, 2019 prepared by David N. Zacharias, P.L.S. , which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Order on Consent Index Number: R8-20181016-12, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

1. **Purposes.** Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. **Institutional and Engineering Controls.** The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv)

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Orleans County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department.

(5) The use of the on-site house is prohibited for residential purposes;

(6) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(7) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(8) All future activities on the property that will disturb remaining

contaminated material must be conducted in accordance with the SMP;

(9) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(10) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(11) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential or Restricted Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i) and (ii), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation

Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:
(i) are in-place;
(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to: Site Number: 837013
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

With a copy to: Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and

communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

11. Consistency with the SMP. To the extent there is any conflict or inconsistency between the terms of this Environmental Easement and the SMP, regarding matters specifically addressed by the SMP, the terms of the SMP will control.

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SCHEDULE "A" PROPERTY DESCRIPTION

All that tract or parcel of land containing 10.269 acres more or less, situate in the Holland Land Company Survey, Township 16, Range 4, Town Lot 2, Village of Lyndonville, County of Orleans, and State of New York, as shown on the drawing entitled "100 Housel Avenue, Environmental Easement Area," prepared by BME Associates, having drawing number 8901-337, dated June 2019, being more particularly bounded and described as follows:

Beginning at a capped rebar at the intersection of the northerly right-of-way line of Housel Avenue (49.5' right-of-way) with the westerly boundary line of lands now or formerly of the Town of Yates (T.A. No. 24.16-1-3); thence

1. S 88 33'22" W, along said northerly right-of-way line of Housel Avenue, and along a northerly boundary line of lands now or formerly of Panek Family LLC (T.A. No. 24.16-1-1.2), a distance of 824.50 feet to a point witnessed by a 1 inch pipe, 0.6 feet East; thence
2. N 01 19'40" W, along the easterly boundary line of said lands of Panek Family LLC, a distance of 541.26 feet to a point on the southerly boundary line of lands now or formerly of Indian Summer LLC (T.A. No. 24.16-1-35.4), said point being witnessed by a 1 inch pipe, 0.7 feet east; thence
3. N 88 08'40" E, along said southerly boundary line of Indian Summer LLC, a distance of 819.49 feet to a 1 inch pipe at the aforementioned lands of the Town of Yates; thence
4. S 01 51'20" E, along the westerly boundary line of said lands of the Town of Yates, a distance of 547.16 feet to the point of beginning.

Containing 10.269 acres more or less.

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Official Receipt for Recording in:

Orleans County Clerk
 3 South Main Street
 Courthouse Square
 Albion NY 14411

Issued To:
 KNAUF SHAW LLP
 2 STATE STREET
 SUITE 1400
 ROCHESTER NY 14614

Recording Fees

-----*				Recording
Filing Type	Number	Vol#	Page Time	Amount
-----*				
Easement	00106240	00862	03246 12:02:22p	85.00
County				66.00
NYS Comptroller				14.25
State Education				4.75
YAT				
DR-100 HOUSEL AVENUE LLC				
IN-THE PEOPLE OF THE STATE OF NEW YORK ACT				
Coversheet	00106240		12:02:22p	5.00
County				5.00
Tax-Transfer	00106240	00862	03246 12:02:22p	.00
DR-100 HOUSEL AVENUE LLC				
IN-THE PEOPLE OF THE STATE OF NEW YORK ACT				
TP584 Affidavit	00106240		12:02:22p	5.00
County				5.00

				95.00

Collected Amounts

-----*			
Payment Type			Amount
-----*			
Check	5334		95.00

			95.00

Total Received :	95.00
Less Total Recordings:	95.00

Change Due :	.00

Thank You
 DIANE L. SHAMPINE - Acting County Clerk

By - Diane Shampine

Receipt# Date Time
 0317100 05/22/2020 12:06p

Notice to Municipality

Date: 6/1/2020

James R. Bensley, Director
Orleans County Planning Board
14016 Route 31 West
Albion, New York 14411

Re: Environmental Easement

Dear Mr. Bensley:

Attached please find copies of environmental easements granted to the New York State Department of Environmental Conservation ("Department")

Recorded on May 22, 2020, by 100 Housel Avenue, LLC, for property at 100 Housel Avenue, Lyndonville, New York 14098, Tax Map No: 24.16-1-2, DEC Site No: 837013

This Environmental Easement restricts future use of the above-referenced property to restricted residential, commercial, and industrial uses. Any on-site activity must be done in accordance with the Environmental Easement and the Site Management Plan which is incorporated into the Environmental Easement. Department approval is also required prior to any groundwater use.)

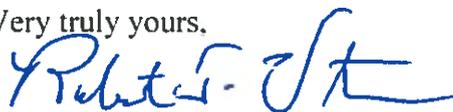
Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

1. Whenever the department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall also provide a copy of any documents modifying or terminating such environmental easement.
2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an environmental easement and that may relate to or impact such easement, the affected local government shall notify the department and refer such application to the department. The department shall evaluate whether the application is consistent with the environmental easement and shall notify the

affected local government of its determination in a timely fashion, considering the time frame for the local government's review of the application. The affected local government shall not approve the application until it receives approval from the department.

An electronic version of every environmental easement that has been accepted by the Department is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>. Please forward this notice to your building and/or planning departments, as applicable, to ensure your compliance with these provisions of New York State Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Robert J. St...". The signature is fluid and cursive, with a prominent initial "R" and a long, sweeping tail.

100 Housel Avenue, LLC

Notice to Municipality

Date: 6/1/2020

Kelly Cousins, Chair
Lyndonville Planning Board
2 S. Main Street
Lyndonville, New York 14098

Re: Environmental Easement

Dear Ms. Cousins:

Attached please find copies of environmental easements granted to the New York State Department of Environmental Conservation ("Department")

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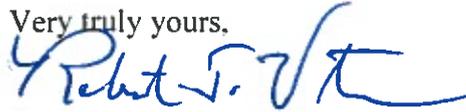
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Very truly yours,

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100 Housel Avenue, LLC

Monroe Electronics Site

DEC Site No.: 837013

Located at: 100 Housel Avenue
Lyndonville , New York 14098

**AFFIRMATION OF
MELISSA M. VALLE
IN SUPPORT OF MAILING
MUNICIPAL NOTICES**

I, Melissa M. Valle, an attorney admitted to practice in the State of New York, affirms under penalty of perjury the following:

1. Knauf Shaw LLP are the attorneys of record for 100 Housel Avenue, LLC, the owner of the Monroe Electronics Site.
2. On June 1, 2020, I mailed a true copy of a Notice to Municipality to Kelly Cousins, Chair of the Lyndonville Planning Board, 2 S. Main Street, Lyndonville, NY 14098, by causing the deposit of a true copy of the same enclosed in a first-class, postpaid addressed envelope in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York.
3. On June 1, 2020, I mailed a true copy of a Notice to Municipality to James R. Bensley, Director of Orleans County Planning Board, 14016 Route 31 West, Albion, NY, by causing the deposit of a true copy of the same enclosed in a first-class, postpaid addressed envelope in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York.

WHEREFORE, Melissa Valle respectfully requests that this affirmation is acceptable proof of mailing for the municipal notices.

Dated: June 1, 2020



MELISSA M. VALLE